

POLICIES, RULES & REGULATIONS FOR THE USE OF COLLEGE STATION CONFERENCE CENTER

The philosophy of the College Station Conference Center is that the facility should be made available with no one group or type being allowed to dominate the Center. Preference will be shown for groups who do not operate on a permanent basis and would not therefore tend to have a facility of their own in which to operate. Convention groups as well as groups who are unable to use University facilities are welcome.

SECTION 1: DEFINITIONS

- 1.1 "City Council" means the city of College Station, Texas.
- 1.2 "Center" means the Conference Center, a multipurpose facility, and the adjacent grounds owned by the City of College Station, Texas.
- 1.3 "Supervisor" means the supervisor of the Conference Center, employed by the City of College Station, Texas.
- 1.4 "TABC" means Texas Alcoholic Beverage Commission.
- 1.5 "Caterer" means any person, firm, or organization who sells or serves food or beverage to a User in the Center.
- 1.6 "User" means any person, firm, or organization who makes use of the facilities of the Center.
- 1.7 "Contract" means the licensing agreement made between the User and the Center, City of College Station, County of Brazos, State of Texas.
- 1.8 "Student Groups" means any person, firm, or organization using the facility with participants under 18 years of age or a College student club/organization.

SECTION 2: WRITTEN AGREEMENTS REQUIRED

- 2.1 No person, firm, or corporation shall use any space of the Conference Center without executing a written agreement. No verbal agreements for the use of the Center shall be valid.
- 2.2 The type of agreement required shall be at the discretion of the Supervisor.
- 2.3 At no time shall a user sublease or assign its reservation to another individual, group or organization.
- 2.4 User shall be permitted to use only the area(s) specified in the rental agreement during the specified times. Events may be scheduled back to back, therefore occupancy times of use must be strictly adhered to.
- 2.5 User shall not do, or permit to be done in to upon any portion of the Center of its premises, anything that will obstruct or interfere with the rights of the other Users.
- 2.6 The Conference Center and the premises shall be under the sole control of Conference Center management; they shall have the right to enter all rented rooms at any and all times during the contracted rental period.
- 2.7 No User shall have an attendance larger than the maximum occupancy load specified for the room in use by Fire Code regulations.
- 2.8 The Center has the option to schedule other events in the building simultaneously.
- 2.9 When it is determined that the User has rendered useless any portion of the building or equipment that has been booked, the User shall be required to pay rental charges on that portion he did not use.

SECTION 3: CLASSIFICATION OF USE

- 3.1 Events shall be classified as:
- a. NONCOMMERCIAL- All nonprofit groups including scholastic, civic, professional, or social events.
 - b. COMMERCIAL- All events and activities sponsored by profit-making organizations or individuals regardless of whether or not their sponsored event is profit-making, charging no admission, or whose prime motivation is for promotional purposes. Events sponsored by any individual or organization whose use of the facility is intended for the purpose of raising funds, in support of a candidate, promoting a political philosophy or a political action career.
 - c. In case of trade or craft shows, all vendor space must be approved by the supervisor and if applicable by the Fire Marshall.

EVENT DEFINITIONS:

1. Meetings: Directly related to the organization's function, i.e. Business, Bridge Club, Dance Club.
 2. Exhibits: Events open to the public for viewing purposes, i.e. flower show, antique show, paintings, etc.
 3. Socials: Refreshments are the prime function of the event: weddings, receptions, banquets, lunches, etc.
 4. Fund-raisers: All persons and civic organizations possessing a nonprofit association state charter and who sponsor an event in which monies are derived whether through admissions, donations, concessions, sales, or in any other manner, regardless of whether or not any profits or net receipts are derived from the schedule activity.
- 3.2 All persons and civic organizations holding an event in which commercial vendors and/or exhibitors participate changes event to a commercial rate.
- 3.3 A different rental rate shall be charged depending upon event.
- 3.4 The duration of the purposed use shall determine the amount of fee required.

SECTION 4: ADVANCED BOOKING REQUIRED

- 4.1 The center shall be available to groups with the discretion of the Supervisor.
- 4.2 User groups should execute a contract within 48 hours prior to the beginning of the event and by 12 noon Thursday for week-end events.
- 4.3 User Groups which contemplate using the facility for more than six hours or on multiple days, are encouraged to execute the required agreement thirty days in advance to assure the availability of the Center.

SECTION 5: FEES

- 5.1 All fees for use of the Center and its facilities are set by the City Council and are subject to change from time to time.
- 5.2 In the event of an increase in fees by the City Council, all contracts executed prior to the adoption of such increases will be honored.
- 5.3 At the discretion of the Supervisor, where admission is not free, the center may choose to receive up to ten percent (10%) of the admission price, may be require payment of the regular established fees, or a combination thereof.
- 5.4 At the discretion of the supervisor, the Center may choose to require payment of a surcharge or a percentage (not to exceed 10%) of gross receipts from the sale of the merchandise, food, or beverages. The surcharges or percentages charged are in addition to all other fees.

- 5.5 Commercial vendors and exhibitors will be charged a fee of \$5.00 per table. Events will automatically then be classified as a commercial event.
- 5.6 Storage facilities may be available- inquire about availability and rental fees.
- 5.7 User groups may rent a vacant room for overnight storage of equipment at the time of original booking. For clients with events on consecutive dates.

SECTION 6: PAYMENT OF FEES/DEPOSITISTS

- 6.1 All fees must be paid for prior to the event and by 12 noon Thursday for week-end events, unless otherwise approved by the supervisor.
- 6.2 A tentative reservation will be held for a maximum of 5 working days and then a deposit must be paid in order to confirm the space.
- 6.3 All User groups are required to pay a security deposit on each room reserved prior to the event and by 12 noon for the week-ends, unless otherwise approved by the supervisor.

SECTION 7: REQUIRED SECURITY OFFICERS

- 7.1 Peace officers will be obtained by the Center but will be compensated by the User.
- 7.2 Certified peace officers must be present at least 30 minutes prior to the event, during the entire event, and up to 30 minutes thereafter.
- 7.3 At any event, the number of peace officers to be employed by the User shall be at the discretion of the Supervisor.
- 7.4 Any User who expects participants who are under the age of 18 years shall furnish the Supervisor with the names of all the chaperones prior to the beginning of the event. The number of chaperones required will be determined by the Supervisor.
- 7.5 Chaperones and/ or certified peace officers at the discretion of the Supervisor.
- 7.6 If User refuses to assume the costs of police security, then the reservation shall be subject to cancellation.

SECTION 8: PERSONAL PROPERTY

- 8.1 Tables, chairs, and certain other personal property owned by the Center are available to the User at the Center upon payment of necessary fees. Tables, chairs, and other personal property owned by the Center are not available for off-premise use.
- 8.2 Various table and chair placement patterns are available. User shall be responsible for notifying the Conference Center staff of the room setup desired at least one week prior to the event. After set-up is completed, changing the set-up will be a \$20.00 flat fee for each room changed.
- 8.3 In the event that the Center does not have an adequate number of tables, chairs, or other personal property suitable to the proposed User, such personal property shall be rented at the User's expense. The City of College Station shall not be in any manner responsible for such property as may be rented by the User. Property rented at the User's expense must be removed from the premise immediately after each event. A storage fee of \$5.00 per hour will be charged if equipment is left after the group exit time based on the signed contract.
- 8.4 No equipment may be brought in by the User without permission of the supervisor.
- 8.5 **Only Conference Center personnel or authorized individuals shall be permitted to setup, breakdown, or rearrange Center-owned furniture and equipment.**

- 8.6** The User shall be responsible for all damages to the Center's personal property during the time of the User's use. Vehicles can park on ramp for loading and unloading for a maximum of 15-20 minutes. This ramp serves as the physically challenged access as well as the emergency entrance to the building. Vehicles must be moved from the ramp after loading/unloading. Parking on the grass is not permitted.

SECTION 9: DAMAGES/ SECURITY DEPOSITS

- 9.1 Deposits are required on each room in order to reserve them and to assure that they are left in good condition. Deposits are refundable upon compliance with all rules and regulations and cleanup requirements by User and caterer. All checks are deposited and do not apply toward rental fees. A tentative reservation will be held for a maximum of 5 working days, and then a deposit must be paid for in order to confirm the space.
- 9.2 The amount of the deposit shall be determined by the deposit schedule. Any changes to the schedule are at the discretion of the Supervisor.
- 9.3 The security deposit shall be used by the Center to repair, replace, or pay for any property of the center which is damaged by the User or any participants at the event. The deposit may be held at the discretion of the Supervisor for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements. An additional charge will be billed to the User if damage exceeds security deposits.
- 9.4 The full security deposit or any portion thereof, may be retained to cover any excessive or unusual clean up resulting from the use by the User. (See Section 10, Item 4)
- 9.5 A minimum of \$50.00 security deposit is required on the dance floor panels. The panels are required for any event with a dance.
- 9.6 Decorating guidelines are as follows:
1. **Masking tape only can be used to secure any decorations to the walls.** The use of nails, staples, tacks, duct tape, scotch tape or tacky putty is not permitted.
 2. Only flame contained candleholders are permitted. Open-flame candles are a violation of city fire codes.
 3. Decorations attached to the ceiling are at the discretion of the facility maintenance. Ask staff for use of proper ceiling hooks. Raising the ceiling tiles to attach decorations can damage the tiles and is prohibited. Attaching decorations to the fire sprinkler heads and ceiling fans is not permitted as it can cause safety hazards and damage equipment.
 4. Users should not sit on tables, as they are designed for limited weight capacity.
 5. All food and beverage must be removed and the tables must be wiped clean. (Section 9.6, Point 11)
 6. All food and beverage trash must be cleared and placed in the trash containers provided by the center, or placed by the dumpster.
 7. NO RED drinks (wine, punch, Kool-aid) shall be served in areas of the center that have carpet.
 8. All of the User's equipment, and decorations, must be removed at the conclusion of the event. (See Section 8, Item 3)
 9. If a food or beverage spill has occurred, User must see an attendant for cleaning aides.
 10. Rice, confetti, or loose glitter are prohibited anywhere on the Center premises. At wedding receptions throwing of birdseed is allowed but

- must be restricted to the porch and parking lot areas. A cleanup charge of \$50.00 will be assessed if a violation of this rule occurs.
11. Conference Center Staff will provide extra trash bags, mops, and other cleaning supplies as needed.
 12. If a coffee pot is used, User must place coffee grounds in trash receptacle in kitchen, not the garbage disposal in the sink.
 13. **No table coverings are provided at the Center. The Center does not provide table place settings (plates, cups, knives, forks, spoons, napkins). These items should be arranged through a caterer.**
 14. User shall not post, exhibit, or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters, or cards of description, inside or outside on any part of the building, except as authorized in writing by the Center Supervisor. User agrees to immediately remove all signs, advertisements, show bills, or other material which are objected to by the Center Supervisor. User shall not be permitted to nail or tack material to any part of the Conference Center Facility.

SECTION 10: CLEAN- UP

- 10.1 All Users shall return the facilities in the same condition as when received. The User and Center staff should conduct a joint inspection of the area rented by the User prior to move-in to stipulate existing damage. At the conclusion of the event, the User and Center staff should jointly inspect the rented area and ascertain damage, if any, to the Center resulting from the activities of the User. The Center shall notify the User within a reasonable time as to the extent of damage and the cost of repairs.
- 10.2 Before leaving the premises after the event, the User or the User's agent will remove any of the litter in the Center parking lot deposited by the user and dispose of the litter in the dumpster.
- 10.3 Users will be responsible for their own cleanup. Caterers will be responsible for their own cleanup. All garbage must be placed in plastic bags, spills cleaned up, and tables must be wiped clean (cleaning supplies and bags will be provided by the Center).
- 10.4 A flat rate of \$30.00 will be assessed to the User for any clean up done by the Center which was the assigned responsibility of the User. The total excessive cleanup fee shall be retained from the security deposit. A statement of retained fees will be furnished for the User, (See Section 9, Item 4).

SECTION 11: NONCONFORMING EVENTS

- 11.1 Events nonconforming to accepted community standards or any event that has been scheduled due to untrue or misleading information provided by the User shall be rejected or cancelled. Any such rejection or cancellation shall be at the sole discretion of the Center Supervisor.
- 11.2 Use of the building by participants of minor age is at the discretion of the Supervisor.
- 11.3 Use of the building to accommodate childcare for daycare or nursery facilities will not be permitted due to the lack of appropriate design requirements.
- 11.4 Neither the corridors, passageways, nor exits shall be obstructed by the User, nor shall they be used for any purpose other than ingress or egress, except as approved in writing by the Conference Center Supervisor. User shall not

obstruct any portion of the sidewalks entries, halls or vestibules, or ways of access to public utilities of the buildings.

SECTION 12: CONCESSION

- 12.1 The Center reserves the sole and exclusive right to regulate the sale of any beverage, food, souvenir or other merchandise on the Center premises.
- 12.2 Concession rights may be granted in the written agreement with the User.
- 12.3 A fee in exchange for permission to sell merchandise, food, or beverages or a percentage of merchandise, food or beverage may be taken by the Center. The amount of either shall be agreed upon by the User and the Center Supervisor prior to the event.

SECTION 13: CATERING

- 13.1 All caterers shall be required to execute a written agreement.
- 13.2 Caterers are required to have a \$50.00 deposit which will be used to cover any required cleanup which the caterers fail to perform themselves.
- 13.3 Only caterers with required deposits and having approval of the supervisor will have use of the facilities.**
- 13.4 No caterer shall use the kitchen unless prior reservation has been made and rental fees have been paid.**
- 13.5 Center tables are available to caterers for the current rental fee.
- 13.6 Caterers will be responsible for their own cleanup. All garbage must be placed in plastic bags, spills cleaned up, and tables and chairs must be wiped clean. Cleaning supplies and bags will be provided by the Center.
- 13.7 The length of time required by a caterer to set up or break down for an event shall always be encompassed in the occupancy period of the User.

SECTION 14: ALCOHOLIC BEVERAGES

- 14.1 Events which include alcoholic beverages shall be conducted under the laws of the State of Texas and rules and regulations of the Texas Alcoholic Beverage Commission. Users are required to contact the TABC for information regarding such rules and regulations.**
- 14.2 At any event at which a license is required for the serving of alcoholic beverages, such license shall be filed with the Supervisor at least 48 hours prior to the event and remain posted in public view during the event.
- 14.3 Per ordinance NO. 1673, August 28, 1986, it shall be considered unlawful for any person in the City of College Station, Texas, to consume any alcoholic beverage in any public place or for any person to possess any alcoholic beverage in any public place for the purpose of consuming the same in such public place at anytime on Sunday between the hours of 1:15am and 12:00 noon, and on all other days of the week between the hours of 1:15am and 7:00am.
- 14.4 It shall be unlawful for any person in the City of College Station, Texas, to sell any alcoholic beverages in any public place for the purpose of consuming the same in such a public place at anytime on Sunday between the hours of 1:15am and 12:00noon and on all other days of the week between 1:15am and 7:00am.
- 14.5 User shall not allow any person to exit the Conference Center with an open container of alcoholic beverage.

SECTION 15: CONSECUTIVE USERS WHO MEET ON A REGULAR BASIS

- 15.1 An individual or organization may book a series of consecutive scheduled events for a period of time not to exceed 6 months. Reservations are taken in

- May for July-December and in November for January- June. Groups will be notified of the sign-up dates in March and September.
- 15.2 Fees owed by a Consecutive User shall be payable prior to use in accordance with the regulations.
 - 15.3 Users who need to make reservations for Monday through Friday events for a 9 month school term may do so beginning in May. A written request to do so must be presented to the Conference Center Advisory Committee for approval in time to be placed on the April agenda.
 - 15.4 Church groups book rooms in six month blocks, the same as all other client groups. The maximum limit for use of the Conference Center Facility would be 18 months. If a church needed an extension on this time, all reasonable requests would be heard and considered by the Conference Center Advisory Committee.

SECTION 16: OCCUPANCY TIME

- 16.1 Occupancy periods will be considered from 2, 4, or 6 hours as 1/2 day; 8a.m. to 5 p.m. as 1 day; 6 p.m. to closing as evening. The evening rate is in effect from 6 p.m. until closing. If any booking extends into the evening period, the evening rate is enforced. In addition 2, 4, or 6 hour charges will be assessed depending on the length of time that the User has been in the room prior to 6 p.m.
- 16.2 Extra Hours: 6:00 a.m. - 7:00 a.m. daily; 11:00 p.m. - 12:00 midnight Sunday - Thursday; 1:00 a.m. - 3:00 a.m. Friday - Saturday. Extra hours charge \$75.00 per additional hour.
- 16.3 Holidays: The Center will be closed on the following days- Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve after 5:00 pm, and New Year's Day.
- 16.4 Penalty:** A charge of \$90.00 per hour will be added to ANY unstipulated occupancy time (as per written agreement) accrued through early arrival or late departure. Any part of an hour shall constitute as a whole hour.
- 16.5 In the event that any or all of the several leased portions of the Conference Center are not vacated by the User on the date or time named as the end of the term for which said portions of said facilities are respectively granted, the Supervisor shall be and is hereby authorized to remove from said lease portions at expense to the User all goods, wares, merchandise or other property which remains on the premises. Tenants shall indemnify the Conference Center for any expenses which may be sustained by reason of such removal, and for any storage charges, the Center may incur.
- 16.6 The User of either live or recorded music in the Center must be authorized by the Center management, and approved in writing on the written agreement. All musical groups will set up and break down during the occupancy period of the User. The User is responsible for damage to the Center by any band member or related party.
- 16.7 All rooms require a minimum of 1 hour turn around time before and after each client. Room 127 requires a minimum of 1 1/2 hours turn around time before and after each event.

SECTION 17: CANCELLATION

- 17.1 Any User canceling an event more than 30 days prior to the beginning of such event shall be entitled to a refund of deposits.
- 17.2 Any User canceling an event more than 15 days prior but less than 30 days prior thereto, shall be entitled to a refund of one-half of the amount of deposits.

- 17.3 Any User canceling an event less than 15 days prior to the beginning of such event shall not be entitled to a deposit refund.
- 17.4 If any User has not arrived by one (1) hour after the scheduled start time, the event will be automatically cancelled and charged accordingly.
- 17.5 All cancellations must be done through written notice and received during normal business hours prior to the event within the above mentioned days.
- 17.6 Client groups can reschedule confirmed dates at least 5 working days in advance without a penalty. Less than 5 working days notice, full room rates will be charged.

SECTION 18: THE CONFERENCE CENTER IS A SMOKE/TOBACCO FREE FACILITY

- 18.1 Per Ordinance No. 1843, March 22, 1990, smoke and tobacco products are not allowed inside the Center. Smoke and tobacco products are allowed outside on the Center's porches, deck, and patios, provided receptacles are used.

SECTION 19: INSURANCE

- 19.1 User agrees to and shall indemnify and hold harmless City, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits or liability of every kind, attorney's fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the use of the premises by the Center, its agents, representatives, assigns, invitees, and participants under this contract. Such indemnity shall apply where claims, losses, damages, cause of actions, suits or liability arise in whole or in part from the negligence of the city.
- 19.2 User hereby assumes full responsibility for the character, acts, or conduct of all persons admitted to the premises or to any portion of the premises the User, its agents, employees, or other representatives.

SECTION 20: USER AS AGENT OR SPONSOR

- 20.1 In cases where User is acting as agent or sponsor for another organization or individual which will actually be occupying and/ or using the Center, User shall have full responsibility for communicating provisions of this policy to the actual occupant or User, and User will be fully responsible for any damage, destruction or injury to the Center premises, furnishings, fixtures or equipment by the occupant or User.
- 20.2 User agrees to comply with the laws of the United States, the State of Texas, and all the ordinances of the City of College Station, Texas. User agrees to obtain and pay for any and all necessary permits and licenses.

SECTION 21: AMERICAN DISABILITIES ACT

- 21.1 The facility is fully accessible to people with disabilities.
- 21.2 In compliance with ADA regulations, if you require special services, please contact the Center Office 48 hours prior to the event to enable us to assist you to the best of our ability.

SECTION 22: APPEAL PROCESS

- 22.1 All questions/ concerns regarding policies or regulations can be presented for review to the Conference Center Advisory Committee at their regularly scheduled monthly meeting. The request must be received at least 3 weeks prior to meeting date in order to be placed on the agenda.

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